**Vessel certificate - does it cover both mentioned vessels or not?**

This is a recurring theme and to avoid every time getting into a discussion that always ends with everyone not agreeing on the results, we ask the ICC to give answers to our questions and a Conclusion that would be a guide for everyone in similar situations.

The following certificate has been presented to us, as a beneficiary’s bank:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

CERTIFICATE

* VESSEL NAME: BOTNIA ENABLE 840920
* OCEAN VESSEL: MAERSK CANDOR 408E
* CARRIER: MSC MEDITERANEAN SHIPPING COMPANY S.A.

WE HEREBY CERTIFY THAT:

I) **THE** CARRYING **VESSEL IS** SUBJECT TO THE SAFETY MANAGEMENT CODE (ISM) AND INTERNATIONAL SHIPPING AND PORT SECURITY SAFETY CODE (ISPS)

II) **THE** CARRYING **VESSEL IS** SAILING ON REGULAR LINER SERVICES.

DATE AND PLACE OF ISSUE:

XXXXXXXXXX

MSC Mediterranean Shipping Company S.A.

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From the wording of the certificate, which is otherwise in accordance with the l/c requirements, it must be clear that it applies to all listed vessels, in order to fully comply with the l/c terms and conditions, but what makes it not so clear is that it certifies that “**THE CARRYNG VESSEL IS …”**, not that the **“CARRYING VESSELS ARE …”.**

The questions:

1. Would you require a new certificate stating specifically "the carrying vessel**S ARE …”** or in case that the Carrier is not able to give such statement for both vessels, two separate certificates one for each vessel, issued by the Carrier or his agent?
2. Is UCP article 3 paragraph 1 applicable in this case?

(“**Where applicable**, words in singular include the plural and in the plural include the singular.”)

1. Is UCP article 14d applicable in this case, i.e. is it or not a conflict within the certificate itself as two vessels are stated but statement is “The carrying vessel is …

(“Data in a document, when read in context with the credit, the document itself and international standard banking practice, need not be identical to, but must not conflict with, data in that document, any other stipulated document or the credit.”)

1. If it was the case that the carrier has standard wording that he does not want and/or can change and therefore always states "The carrying vessel is …" regardless of how many vessels are listed in the certificate, would it be an argument to accept the certificate and assume that the statement "The carrying vessel is ..." applies to all listed vessels?